

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

'08 CIV 6854

JUDGE SWAIN

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THE POWER SUMMIT INC., : 08 Civ.

Plaintiff, :

-against- :

YARI FILM GROUP RELEASING, LLC., :

Defendant. :
-----X

COMPLAINT



Plaintiff The Power Summit Inc, by its attorneys, Eisenberg Tanchum & Levy, for its complaint alleges as follows:

The Parties

1. Plaintiff The Power Summit Inc. ("Power Summit") is a corporation duly organized and existing under the laws of the State of New York and having its principal place of business at 138 Mulberry Street, Floor 3A, New York, New York 10013. At all relevant times Power Summit was and continues to be a company engaged in the business of marketing and promoting various forms of entertainment ranging from individual musical performers to motion pictures.
2. Defendant Yari Film Group ("Yari") is, upon information and belief, a corporation organized and existing under the laws of the State of California, and having its principal place of business at 10850 Wilshire Boulevard, 6th Floor, Los Angeles, California 90024. Upon information and belief, at all relevant times Yari was and continues to be a company engaged in the business of producing, distributing and otherwise commercially exploiting motion pictures.

Jurisdiction and Venue

3. The jurisdiction of this Court is based upon diversity of citizenship, 28 U.S.C. §1332, in that complete diversity of citizenship exists between the parties and the matter in controversy exceeds the sum of Seventy Five Thousand Dollars (\$75,000), exclusive of interest and costs.
4. Venue is proper under 28 U.S.C. §1391(a) in that, upon information and belief, Yari does and transacts business in the City, State and Southern District of New York, and that the claims herein arise in the Southern District of New York.

Claim

5. In December, 2007, Yari commercially released to the public a motion picture entitled, *The Perfect Holiday*, starring Gabrielle Union, Morris Chestnut, Faizon Love and Katt Williams.
6. In conjunction with the release of the motion picture Yari also in December, 2007 entered into an agreement with Power Summit pursuant to which Yari retained the services of Power Summit for use in connection with the promotion and marketing of *The Perfect Holiday*. (the "Agreement").
7. The Agreement provided that Yari would pay Power Summit one hundred thousand (\$100,000) Dollars for consulting and promotional services and an additional Sixty Two Thousand Five Hundred (\$62,500) Dollars for the provision of "street teams" (i.e., specialized groups of individuals performing marketing and promotional services in urban areas). The fee for the street teams comprised teams in twenty five (25) markets at a cost of Two Thousand Five Hundred (\$2,500) Dollars per team.

8. Power Summit fully performed its obligations under the Agreement by providing the promotion and marketing services in support of *The Perfect Holiday* as well as the street teams.
9. Yari, despite its clear obligations under the Agreement, has to date paid Power Summit only Fifty Thousand (\$50,000) Dollars.
10. Despite due demand, Yari has at all times failed and continues to fail to pay Power Summit the balance due under the Agreement; i.e., One Hundred Twelve Thousand Five Hundred (\$112,500) Dollars.
11. Yari's failure to pay Power Summit the One Hundred Twelve Thousand Five Hundred (\$112,500) Dollars is a material breach of the terms of the Agreement.
12. As a result of Yari's material breach of the Agreement, Power Summit has been damaged in the amount of One Hundred Twelve Thousand Five Hundred (\$112,500) Dollars, exclusive of interest.

WHEREFORE, The Power Summit Inc. demands judgment as follows:

- a. Directing defendant Yari Film Group Releasing, LLC to pay to The Power Summit Inc. damages in the amount of One Hundred Twelve Thousand Five Hundred (\$112,500) Dollars, together with interest from the date when payment was due.
- b. Awarding The Power Summit Inc. reasonable attorneys' fees and such other and further relief as to this Court may seem just and proper, together with the costs and disbursements of this action.

Dated: New York, New York
July 30, 2008

EISENBERG TANCHUM & LEVY
Attorneys for Plaintiff The Power Summit Inc.

By: 
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